

NEW JERSEY WEATHERIZATION ASSISTANCE PROGRAM

NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS DIVISION OF HOUSING AND COMMUNITY RESOURCES WEATHERIZATION ASSISTANCE PROGRAM WEATHERIZATION BULLETIN # 301

Issued April 13,1999

To: Executive Directors and Weatherization Managers

From: Clarice Sabree,-Sylla Supervisor, OLIEC

Topic: Discusses how to determine the amount of funds which may be spent to provide weatherization to multi-family and group home buildings. Provides guidance concerning what a common area is and when the common area may be weatherized. Discusses how common area weatherization should be reported on the Completed Units Report.

Reference:

- (1) DOE and DHS Contracts
- (2) "The Renters Handbook", DOE publication dated August, 1984
- (3) Weatherization Bulletin #303
- (4) Weatherization Bulletin #304
- (5) Weatherization Bulletin #305

Summary:

Buildings which contain more than one dwelling unit (multi-family, group homes) are eligible for a maximum expenditure of weatherization funds equal to the number of eligible units times the maximum average allowable unit cost. In addition to eligible units, multi-family buildings may also contain ineligible units and/or common areas. Weatherization tactics may only be applied to common areas and ineligible units when a sufficient number of the building's dwelling units are income- or categorically-eligible for program services.

If weatherization is limited to the eligible units, then only those units weatherized should be reported. When weatherization is applied to common areas and/or ineligible units, all eligible units in the building should be reported as completed units. This reporting should include zero entries for any eligible units which did not receive direct weatherization services. Ineligible units and common areas should only be reported when they receive direct weatherization services. Labor and material costs listed on the Completed Units Report should accurately reflect the work performed on each unit or area of the building.

The maximum amount of Weatherization Assistance Program funds that may be spent on shell weatherization services at a multi-family or group home building is calculated by multiplying

NEW JERSEY WEATHERIZATION ASSISTANCE PROGRAM

the number of eligible dwelling units times the maximum average allowable unit cost (this figure is currently \$2,032 for all shell weatherization contracts).

FORMULA:

number of eligible dwelling units
x maximum average allowable units
cost

maximum \$ to be spent

EXAMPLE:

Regular

10

x 2032
20320

Capital
Intensive

10

x 4632
46320

To allow for agency program support costs, the actual direct expenditure to weatherize the building for materials and installation labor should be less than this amount.

In calculating the amount of program funds that are to be spent in a multi-family building, agencies must factor in landlord leveraging as stated in all Weatherization Contracts. Also see, Weatherization Bulletins #304 and #305.

The figure calculated using the above formula is the Building Weatherization Budget. Once this figure is known, it must then be determined where on the building the funds will be spent. Two factors must be considered when making this determination. First is the 50/66% rule, and second are the results of the EA-QUIP Energy Audit.

CSS/bam
Attachments A and B

NEW JERSEY WEATHERIZATION ASSISTANCE PROGRAM

Weatherization Bulletin #301
Attachment A

COMMON AREA WEATHERIZATION		
DWELLING UNITS		
%	NUMBER OF UNITS	
MINIMUM % REQUIRED	TOTAL # IN BUILDING	MINIMUM # ELIGIBLE REQUIRED TO QUALIFY COMMON AREA WX
50%	2	1
	3	2
	4	2
66%	5	4
	6	4
	7	5
	8	6
	9	6
	10	7
	11	8
	12	8
	13	9
	14	10
	15	10
	16	11
	17	12
	18	12
	19	13
	20	14
	>20	X 0.66, round up

NEW JERSEY WEATHERIZATION ASSISTANCE PROGRAM

Weatherization Bulletin # 301
Attachment B

REPORTING OF MULTI-FAMILY WEATHERIZATION					
% ELIGIBLE FOR WX		EXTENT OF WEATHERIZATION FUNDS	AREAS OF BUILDING		
			ELIGIBLE UNITS	INELIGIBLE UNITS	COMMON AREAS
LESS THAN 50/66 %		ONLY ELIGIBLES ALLOWED	REPORT ONLY THOSE WEATHERIZED	NOTHING TO REPORT	NOTHING TO REPORT
MORE THAN OR EQUAL TO 50/66 %		ONLY ELIGIBLES WEATHERIZED	REPORT ONLY THOSE WEATHERIZED	NOTHING TO REPORT	NOTHING TO REPORT
		FULL BUILDING WEATHERIZATION	REPORT ALL UNITS	REPORT WEATHERIZED UNITS	REPORT WEATHERIZED AREAS
		COMMON AREA ONLY WEATHERIZATION	REPORT ALL UNITS	NOTHING TO REPORT	REPORT WEATHERIZED AREAS

NEW JERSEY WEATHERIZATION ASSISTANCE PROGRAM

NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS DIVISION OF HOUSING AND COMMUNITY RESOURCES WEATHERIZATION ASSISTANCE PROGRAM WEATHERIZATION BULLETIN # 302

Updated and Reissued September 20,2012

To: Executive Directors and Weatherization Managers

From: Angie Armand, MAS, CPM Supervisor
Office of Low-Income Energy Conservation

**Re: Weatherization of Group Homes, Shelters, and Transitional Facilities
(Supersedes WB #302 dated March 15, 1999)**

This Bulletin is intended to establish policy under the Weatherization Program regarding the weatherization of group homes and shelters containing single-room living quarters. The group home policy is directed at broadening the scope of weatherization services.

A grantee may weatherize as a multi-family dwelling unit any group home which contains living quarters in which the occupants do not live as a family unit or as one household, but who share a common dining facility. The facility may house long or short term residents.

The following definitions will serve as guidelines for the policy:

“Single-family dwelling unit” means a house or stationary mobile home whose occupants live together as a family or household and share all the facilities of the dwelling unit in common, particularly common access to their dwelling unit and a common kitchen.

“Group home or shelter” means a structure containing more than one dwelling unit where the primary living quarters are a single-room or group of rooms and whose occupants share a common cooking area, dining facilities or have no cooking facilities whatsoever. This structure has three or more people, not related by blood or marriage, residing in a single units, not owned by a government agency.

In units occupied by more than one resident (i.e., group home with two or three beds per room), unit eligibility will be determined by the following criteria:

At least one resident of each unit to be weatherized must be income eligible in accordance with Weatherization Assistance Program eligibility requirements (i.e., income does not exceed 150% of Federal Poverty Guidelines or; applicant receives cash assistance payments’ under Title IV or Title XVI of the Social Security Act or applicable State or Local Laws).

Only one application is needed for each unit. The application will list the name of the income-eligible individual in each unit (room) to be weatherized.

NEW JERSEY WEATHERIZATION ASSISTANCE PROGRAM

When documentation of individual resident income eligibility is impractical due to a high rate of turnover amount residents operators of eligible facilities must complete the Application for Shelters, Group Homes and Transitional Facilities and include the following support documentation:

- 1.A signed statement from the facility operator attesting that the individuals/households residing in the facility are income eligible.
- 2.A copy of the organization's income guidelines or a copy of the organization's mission statement in lieu of individual resident income verification.

The group must have a clearly defined identity that distinguishes it from more informal, family-type settings, for example, a residence for disabled individuals. Residents of group homes and shelter facilities are not eligible to apply on their own behalf. An operator of a documented group home or shelter may apply for weatherization on behalf of residents provided that the individuals or families residing in such group homes or shelters meet the eligibility requirements as stated above. In such a case, the income of all residents of the group home or shelter must be considered.

If a part of a building is being or will be used as a group home or shelter, then only that part of the dwelling housing the group home or shelter residents can be weatherized. If an entire building is being used as a group home or shelter, then one of two ways should be used to determine the number of units and the dollar amount to be expended on the building if individual units cannot be easily identified.

- 1.Agencies may count each 800 sq. ft. of the shelter as a dwelling unit or may count each floor as a dwelling unit.
- 2.The maximum amount of the allocation to weatherize the group homes will be determined by multiplying the number of eligible dwelling units by the maximum expenditure per unit.
- 3.The number of eligible units will be determined by the sub-grantee in accordance with the above-mentioned criteria and will be subject to verification by the field monitor.

The local agency should request from the operator documentation that provides the dwelling unit is a group home or shelter. Documentation may include a notarized letter denoting group home or shelter authorization.

The local agency must take applications from each family units residing in the group home or shelter and secure income documentation from each family unit. When taking applications for group homes or shelters, proof of ownership need only be secured for the operator. Evidence of ownership must be maintained in each file.

A group home or shelter cannot be weatherized until it is occupied.

NEW JERSEY WEATHERIZATION ASSISTANCE PROGRAM

Weatherization Assistance Program Application for Shelters, Group Homes, and Transitional Facilities

Agency Use Only

Date: _____ Agency: _____ County: _____

Name of Facility: _____

Applicant/Operator's Name: _____

Facility Phone Number: _____

Address of Facility: _____

City, State, Zip: _____

Owner(s) or Organization Name: _____

Organization Phone Number: _____

Owner/Organization Address: _____

(If different from above)

City, State, Zip: _____

Name of Designated Official: _____

Title of Official: _____

Housing Type (Check One):

Single Unit ☐

Multi Unit ☐

Total # Eligible Units: _____

Heating Fuel - Main Source of Heat (Check One):

Electric ☐

Oil ☐

Gas ☐

Wood ☐

Other _____

NEW JERSEY WEATHERIZATION ASSISTANCE PROGRAM

I certify that the information I have provided on this application is accurate to the best of my knowledge. I further certify that the incomes of the persons/families residing in the facility of the organization I represent are at or below 200 percent of federal poverty guidelines or 60 percent of the state median income, whichever is greater. I have submitted a letter attesting to these facts and have included a copy of the organization's income guidelines or a copy of the organization's mission statement in lieu of individual resident income verification. If I have knowingly provided false information which results in receiving assistance for which the organization is not eligible, I may be subject to criminal prosecution.

I further understand that I may file a grievance for either of the following reasons:

1. The application was not acted upon within a reasonable time.
2. The application was denied and I think the facility is eligible to be weatherized under this program.

I also agree that in consideration of weatherization work to be performed, the rent, charges, or fees charged to the occupants of the property being weatherized will not be increased because of any increase in the value of the property due solely to weatherization assistance.

(Applicant/Operator's Signature)

(Date Signed)

The current operation of the property as a _____, which serves low-income people, shall continue for a period of _____ years. In the event that I sell the property within _____ years after weatherization work is completed, or if the property ceases to be used as a _____, I will comply with one of the two following conditions:

1. I will repay the agency at the date of sale or at the date of discontinuance an amount equal to the percentage of the _____ year/month period remaining, times the full value of material and labor as documented by agency work records; or
2. I will obtain in writing prior to sale the purchaser's agreement to continue operating the property as a _____ for the remaining term.

(Property Owner's Signature)

(Date Signed)

NEW JERSEY WEATHERIZATION ASSISTANCE PROGRAM

**NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS
DIVISION OF HOUSING AND COMMUNITY RESOURCES
WEATHERIZATION ASSISTANCE PROGRAM
WEATHERIZATION BULLETIN # 303**

Issued April 12,1999

To: Executive Directors and Weatherization Managers

From: Clarice S. Sabree-Sylla; Supervisor, OLIEC

Re: **Weatherization of Dwelling Units Owned or Operated by (or on behalf of) Religious Groups or Organizations**

Dwelling units as defined above may be weatherized under the provisions of the Weatherization Assistance Program only where the following conditions are met:

The owner and/or owner's representative must sign assurances guaranteeing that:

1. In units weatherized, the owners and/or operators shall not:
 - a. conduct religious activities
 - b. display religious symbols (see note)
 - c. require or encourage tenants to engage in religious activities, services, etc.
2. In renting the units weatherized, the owners and/or operators shall not discriminate on the basis of any tenant's/applicant's religious affiliation or lack thereof, or on the basis of any tenant's/applicant's refusal to participate in any religious activity.

Weatherization work shall not be performed in rooms or areas of the building used for religious activities or services.

Note: This does not preclude tenants from displaying religious symbols or undertaking religious activities when such items represent the tenant's own volition

NEW JERSEY WEATHERIZATION ASSISTANCE PROGRAM

**NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS
DIVISION OF HOUSING AND COMMUNITY RESOURCES
WEATHERIZATION ASSISTANCE PROGRAM
WEATHERIZATION BULLETIN # 304**

Updated and Reissued September 20,2012

TO: Executive Directors and Weatherization Managers

FROM: Angie Armand, MAS, CPM Supervisor
Office of Low-Income Energy Conservation

RE: **Landlord Leveraging Policy and Landlord Leveraging Escrow Agreements and
Contribution Agreements for Single-Family Units**

Provides guidance regarding mandatory and suggested percentages for landlord contributions for heating system upgrades and shell weatherization measures.

Establishes procedures for requesting a waiver from the mandatory landlord contribution for heating system upgrades. Requires sub-grantees to make the correction of health and safety issues a pre-condition for weatherization.

Also provides standard escrow contracts that must be completed when agencies receive landlord contributions. Escrow agreements must be notarized, and the original maintained in the client file. The revised escrow agreement is for use by agencies that utilize crew labor instead of contractors. The original version issued May 10, 1994 is for use by agencies that utilize contractors. No additions or deletions may be made to this document without prior approval of the OLIEC. Agencies are required to maintain an escrow account at a financial institution where contributions will be deposited. If the agency decides to accept installment payments from a landlord, it is strongly suggested that all payments be received before material/equipment is ordered and installed.

This Bulletin is being revised to provide standard Landlord Contribution Agreement for single-family rental units (one-four [1-4] units). If landlord contributions are leveraged, an agreement must be maintained in the appropriate client file. Funds obtained for the weatherization of single-family rental units (one-four [1-4] units) do not need to be placed in an escrow account.

NEW JERSEY WEATHERIZATION ASSISTANCE PROGRAM

LANDLORD LEVERAGING POLICY

Weatherization Sub-grantees are advised that all landlords not income-eligible for weatherization services are required to contribute funds towards the cost of installing conservation measures in their buildings.

There is a mandatory contribution requirement for all heating system upgrades of 50% of the total cost. Sub-grantees may expend up to the maximum per unit expenditure limit, or 50% of the total cost, whichever is less. Any additional cost must be incurred by the landlord.

On a case by case basis, sub-grantees may request a waiver from this requirement if the following factors exist:

1. The landlord owns one rental property with no more than two dwelling units.
2. The landlord has submitted income documentation and is only moderately above program income guidelines. Based on the calculation worksheet found in Weatherization Bulletin #103, adjusted income cannot exceed 200% of poverty.

If a landlord is not eligible for a waiver, and refuses to contribute towards the cost of weatherization, the sub-grantee may de-prioritize the unit(s) and serve other units for which they have received contributions. Units that are eligible for the program must be served, however, landlord contributions must be considered when the scope of work to be performed is determined.

Sub-grantees are advised to request a 50% landlord contribution for shell weatherization, or conservation measures related to the building envelope. If the landlord cannot contribute 50%, the agency must require a minimum contribution, which may include cash, materials, and labor. There is a mandatory landlord contribution for shell weatherization in rental property, which is a minimum of 25%.

Allowable Measures

Leveraged funds may be expended on weatherization measures or related issues. Sub-grantees should not weatherize any rental units that have health and safety issues that must be addressed by the landlord, until those problems are resolved. Obvious code violations such as exposed electrical wires, water or sewage leaks in basements, asbestos contamination, etc. cannot be charged as energy-related issues, but the agency should still require the landlord to correct these problems as a pre-condition for weatherization.

The cost for the correction of non-energy related issues should not be considered a part of the contribution required for weatherization, since it cannot be reported to DOE as leveraged funds.

NEW JERSEY WEATHERIZATION ASSISTANCE PROGRAM

Leveraging Prohibition

Contributions cannot be requested from income-eligible homeowners. If the unit requires capital intensive measures that will exceed the per unit maximum expenditure limit, then the sub-grantee must request a waiver if required to provide effective weatherization.

Escrow Agreement

All funds received from landlords for weatherization in multi-family dwellings must be deposited in an escrow account, and handled according to the terms outlined in the Escrow Agreement. The agreement must be signed by the owner and the sub-grantee. All funds contributed by a landlord must be expended in his building(s) and no other. Any funds remaining after work is completed must be returned to the landlord, or used for additional measures if approved by the owner.

Program Income

Landlord contributions are not program income. If the sub-grantee uses crew labor instead of contractors, then the agency may use a portion of the landlord contribution to cover the cost of crew labor for work on the landlord's building(s) only.

Expenditure Requirements

Landlord contributions must be expended in the same percentages as regular weatherization grant funds. The current policy is a minimum of 30% for materials and a maximum of 70% for program support.

NEW JERSEY WEATHERIZATION ASSISTANCE PROGRAM

MULTI-FAMILY BUILDING IMPROVEMENT PROGRAM ESCROW AGREEMENT

Agreement, made this _____ day of _____,
by and between _____ hereinafter
called _____
and _____ hereinafter
(called Owner).

Whereas Owner is the owner of the building or buildings located at _____
_____, N. J., and wishes
to weatherize the building(s) pursuant to a Weatherization Assistance Program Landlord
Agreement; and;

Whereas _____ is the administrator of a
Weatherization Assistance Program (WAP) in _____
funded by the _____ and;

Whereas the purpose of the Program is to weatherize buildings occupied by low-income
families and to encourage the Owners of such buildings to add their own funds to the WAP
grant; and

Whereas the Owner has agreed to provide funds in the amount of
\$ _____, in payments of _____
\$ _____, due no later than _____, and
\$ _____, due no later than _____, and
\$ _____, due no later than _____, to
increase the extent of the weatherization work to be performed in the building;

NEW JERSEY WEATHERIZATION ASSISTANCE PROGRAM

Therefore, _____ agrees to act as Escrow Agent for the Owner for the amount of the Owner's contribution and to deposit these funds in a duly established Escrow Account . All funds deposited in this Escrow Account shall be expended pursuant to a Contract or purchase order to be executed between the Owner and a third party contractor/vendor who shall perform the work and/or provide the materials for the weatherization improvements, that will be determined by and specifically described in an Energy Audit to be completed by the Weatherization Assistance Program,

_____ shall not be responsible for the construction means, methods, techniques, sequences and/or procedures employed by the contractors in the performance of their contracts, and shall not be responsible for the failure to carry out work in accordance with the contract documents.

_____ shall have no responsibility for the contractors' performance except to notify the Owner of the contractors' progress and the quality of the workmanship. In the event the Owner provides funds for the purchase of materials, and _____ is to supply the labor for installation, then _____ in that case shall only be responsible for the work being done in a worker-like manner, and shall not warrant the materials purchased. The work will start on or about _____ and shall be

completed no later than _____.

The Owner has agreed to invest \$ _____ in the cost of weatherization work.

_____ shall not charge the owner a fee for the administration of

NEW JERSEY WEATHERIZATION ASSISTANCE PROGRAM

this Escrow Agreement. However, it is understood that any interest earned on funds in the Escrow Account shall be the property of _____ for the use in weatherization-related work, including bank charges and audit fees related to this account.

All funds provided under this agreement shall be expended in the Owner's building(s) and no other. Any unspent funds shall be refunded to the Owner(s) or used for additional work, as the Owner chooses. The Owner agrees and understands that all work financed by funds provided under this agreement shall be solely for weatherization improvements identified in the Energy Audit of the building and heating system to be prepared by _____ staff on _____.

(insert date)

_____ shall inspect the work as it progresses, and shall pay the contractor out of the funds held in this Escrow Account. _____ shall retain a minimum of 10% of the contract until the Owner is satisfied that all work is completed, and has provided written confirmation to that effect. _____ will have no other responsibilities and/or obligations except those explicitly stated in this Escrow Agreement.

Name and Address of Agency: _____

By: _____ DATE: _____
(Signature)

Building Address: _____

Owner's Name: _____ Telephone _____

Owner's Signature _____ Date: _____

NEW JERSEY WEATHERIZATION ASSISTANCE PROGRAM

MULTI-FAMILY BUILDING IMPROVEMENT PROGRAM

ESCROW AGREEMENT

Agreement, made this _____ day of _____, 199_ by and between _____ hereinafter called _____ and _____ (hereinafter called Owner) .

Whereas Owner is the owner of the building or buildings located at _____, N. J., and wishes to weatherize the building(s) pursuant to a Weatherization Assistance Program Landlord Agreement; and

Whereas _____ is the administrator and contractor for a Weatherization Assistance Program (WAP) in _____ funded by the _____ and

Whereas the purpose of the Program is to weatherize buildings occupied by low-income families and to encourage the Owners of such buildings to add their own funds to the WAP grant; and

Whereas the Owner has agreed to provide funds in the amount of \$ _____ in payments of _____

\$ _____, due no later than _____ and

\$ _____, due no later than _____ and

\$ _____, due no later than _____ to

increase the extent of the weatherization work to be performed in the building;

Therefore, _____ agrees to act as Escrow Agent for the Owner for the amount of the Owner's contribution and to deposit these funds in a duly established Escrow Account.

All funds deposited in this Escrow Account shall be expended pursuant to a Contract or purchase order to be executed between the Owner and _____ who shall perform the work and/or provide the materials for the weatherization improvements, that will be determined by and specifically described in an Energy Audit to be completed by the Weatherization Assistance Program and/or the utility company.

_____ shall be responsible for the construction means, methods, techniques, sequences and/or procedures employed in the performance of their contracts, and shall also be responsible for the failure to carry out work in accordance with the contract documents.

NEW JERSEY WEATHERIZATION ASSISTANCE PROGRAM

In the event the Owner provides funds for the purchase of materials, and _____ is to supply the labor for installation, then _____ in that case shall only be responsible for the work being done in a worker-like manner, and shall not warrant the materials purchased.

The work will start on or about _____ 199_ and shall be completed no later than _____ 199_. The Owner has agreed to invest \$_____ in the cost of weatherization work.

_____ shall not charge the owner a fee for the administration of this Escrow Agreement. However, it is understood that any interest earned on funds in the Escrow Account shall be the property of _____ for use in weatherization-related work, including bank charges and audit fees related to this account.

All funds provided under this agreement shall be expended in the Owner's building and no other. Any unspent funds shall be refunded to the Owner or used for additional work, as the Owner chooses.

The Owner agrees and understands that all work financed by funds provided under this agreement shall be solely for weatherization improvements identified in the Energy Audit of the building and heating system to be prepared by _____ staff and/or the utility company on _____.
(insert date)

_____ shall inspect the work as it progresses, and shall draw down funds held in this Escrow Account. _____ shall retain a minimum of 10% of the contract amount in the Escrow Account, which shall not be drawn down until the Owner is satisfied that all work is completed, and has provided written confirmation to that effect. _____ will have no other responsibilities or obligations except those explicitly stated in this Escrow Agreement.

Name and Address of Agency

by: _____
(Signature)

Date: _____

Building Address: _____

Owner's Name: _____
(Print or Type)

Telephone: _____

Owner's Signature: _____ Date: _____

NEW JERSEY WEATHERIZATION ASSISTANCE PROGRAM

LANDLORD CONTRIBUTION AGREEMENT SINGLE-FAMILY DWELLINGS (ONE-FOUR UNITS)

The Weatherization Assistance Program requires monetary contributions from landlords of one-four (1-4) unit buildings. Weatherization agencies are only authorized to pay up to the maximum per unit expenditure limit which is _____ or fifty percent of the total cost of heating system upgrades (whichever is less). Landlords are also expected to contribute a portion of the cost for low-priority measures such as replacement windows.

This agreement is between _____ or the agency and _____ who is the owner of the property that is occupied by _____ who is eligible for weatherization assistance. The total cost for installing energy conservation measures on your building(s) located at _____

is \$ _____.

The percentage you agree to contribute for heating system improvement is _____ % or \$ _____.

The percentage you agree to contribute for regular weatherization (per work order) is _____ % or \$ _____.

The total amount you are contributing is \$ _____.

Check One Method of Payment (No Cash Please)

Personal Check _____ Certified Bank Check _____

Money Order _____

Check made out to Agency _____

Check made out to Installing Contractor _____

Installment Payments? _____ yes _____ no

No work will begin until all payments are received.

By signing this agreement, I acknowledge review and approval of the work order which itemizes what materials will be installed on my property. I understand that all work completed through the Weatherization Assistance Program must meet minimum standards and guidelines for proper installation and operation.

I also understand that 100% of the funds I contribute will be expended for material and labor cost for my building(s) only. Any funds not expended for this purpose will be refunded to me upon completion of the job.

Building owner Signature _____

Date signed _____

Weatherization Manager Signature _____

Date signed _____

NEW JERSEY WEATHERIZATION ASSISTANCE PROGRAM

**NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS
DIVISION OF HOUSING AND COMMUNITY RESOURCES
WEATHERIZATION ASSISTANCE PROGRAM
WEATHERIZATION BULLETIN # 305**

Issued April 9,1999

To: Executive Directors and Weatherization Managers

From: Clarice Sabree-Sylla, Supervisor, OLIEC

Topic: **Landlord Leveraging Policy**

Reference: Weatherization Bulletin #114 & 304,
10CFR440. 22 (d)

Summary: Provides guidance regarding mandatory and suggested percentages for landlord contributions for heating system upgrades and shell weatherization measures. Establishes procedures for requesting a waiver from the mandatory landlord contribution for heating system upgrades. Requires sub-grantees to make the correction of health and safety issues a pre-condition for weatherization.

CSS/bam/2230R

NEW JERSEY WEATHERIZATION ASSISTANCE PROGRAM

LANDLORD LEVERAGING POLICY

Weatherization Sub-grantees are advised that all landlords not income-eligible for weatherization services are required to contribute funds towards the cost of installing conservation measures in their buildings.

There is a mandatory contribution requirement for all heating system upgrades of 50% of the total cost. Sub-grantees may expend up to the maximum per unit expenditure limit, or 50% of the total cost, whichever is less. Any additional cost must be incurred by the landlord.

On a case by case basis, sub-grantees may request a waiver from this requirement if the following factors exist:

1. The landlord owns one rental property with no more than two dwelling units.
2. The landlord has submitted income documentation and is only moderately above program income guidelines. Based on the calculation worksheet found in Weatherization Bulletin #103, adjusted income cannot exceed 200% of poverty.

If a landlord is not eligible for a waiver, and refuses to contribute towards the cost of weatherization, the sub-grantee may de-prioritize the unit(s) and serve other units for which they have received contributions. Units that are eligible for the program must be served, however, landlord contributions must be considered when the scope of work to be performed is determined.

Sub-grantees are advised to request a 50% landlord contribution for shell weatherization, or conservation measures related to the building envelope. If the landlord cannot contribute 50%, the agency must require a minimum contribution, which may include cash, materials, and labor. There is a mandatory landlord contribution for shell weatherization in rental property, which is a minimum of 25%.

Allowable Measures

Leveraged funds may be expended on weatherization measures or related issues. Sub-grantees should not weatherize any rental units that have health and safety issues that must be addressed by the landlord, until those problems are resolved. Obvious code violations such as exposed electrical wires, water or sewage leaks in basements, asbestos contamination, etc. cannot be charged as energy-related issues, but the agency should still require the landlord to correct these problems as a pre-condition for weatherization.

NEW JERSEY WEATHERIZATION ASSISTANCE PROGRAM

The cost for the correction of non-energy related issues should not be considered a part of the contribution required for weatherization, since it cannot be reported to DOE as leveraged funds.

Leveraging Prohibition

Contributions cannot be requested from income-eligible homeowners. If the unit requires capital intensive measures that will exceed the per unit maximum expenditure limit, then the sub-grantee must request a waiver if required to provide effective weatherization.

Escrow Agreement

All funds received from landlords for weatherization in multi-family dwellings must be deposited in an escrow account, and handled according to the terms outlined in the Escrow Agreement. The agreement must be signed by the owner and the sub-grantee. All funds contributed by a landlord must be expended in his building(s) and no other. Any funds remaining after work is completed must be returned to the landlord, or used for additional measures if approved by the owner.

Program Income

Landlord contributions are not program income. If the sub-grantee uses crew labor instead of contractors, then the agency may use a portion of the landlord contribution to cover the cost of crew labor for work on the landlord's building(s) only.

Expenditure Requirements

Landlord contributions must be expended in the same percentages as regular weatherization grant funds. The current policy is a minimum of 30% for materials and a maximum of 70% for program support.

bam/2230R

NEW JERSEY WEATHERIZATION ASSISTANCE PROGRAM

**NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS
DIVISION OF HOUSING AND COMMUNITY RESOURCES
WEATHERIZATION ASSISTANCE PROGRAM
WEATHERIZATION BULLETIN # 306**

Updated and Reissued September 20,2012

To: Executive Directors and Weatherization Managers

From: Angie Armand, MAS, CPM Supervisor
Office of Low-Income Energy Conservation

Topic: **Buildings Scheduled for Demolition
(Supersedes Weatherization Bulletin #306 dated March 15, 1999)**

Summary: Extends the DOE contractual prohibition against weatherization of buildings scheduled for demolition to all weatherization programs.

DOE Weatherization contracts currently state in Attachment "C", Part VI 4, "No unit shall be weatherized which is designated for acquisition or clearance by a Federal, State or Local program within twelve (12) months from the date that weatherization of such a unit would be scheduled to be completed".

Effective immediately, this language is binding on the DHS Weatherization Program, as well as the DOE program.

In addition to the prohibition against weatherization of buildings scheduled for Federal, State or Local acquisition/clearance, agencies should also strive to avoid weatherization of buildings which are scheduled for private sector clearance.

Each sub-grantee is responsible for devising management systems to implement this policy. An addendum to the existing "Owner's Permission To Weatherize" form, wherein building owners would affirm that the building to be weatherized is not scheduled for demolition, is sufficient to establish conformance with this Bulletin.

NEW JERSEY WEATHERIZATION ASSISTANCE PROGRAM

**NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS
DIVISION OF HOUSING AND COMMUNITY RESOURCES
WEATHERIZATION ASSISTANCE PROGRAM
WEATHERIZATION BULLETIN # 307**

To: Executive Directors and Weatherization Managers

From: Clarice Sabree-Sylla, Supervisor, OLIEC

Date: May 23, 2006

RE: Material and Labor Cost

Allowable Material and Labor/Support Cost

The Office of Low-Income Energy Conservation is providing clarification on the allowable methodology for charging material and labor cost. As you know, there is no longer a requirement to charge a set percentage of material and labor.

There is still a requirement to charge the cost of a unit to both material and labor and to health and safety when appropriate.

Agencies cannot charge all of the cost of a unit to material or labor. When funds are leveraged for Weatherization, the percentage of material and labor charged for those funds must be the same percentage as used for the weatherization funds expended in the building.

When an agency is installing materials using crew labor it is understood that the labor cost will not appear on the Completed Units Report because the cost of in-house labor is captured on the fiscal report.

This office reserves the right to disallow units that have material and labor ratios that are not reflective of the work reported. Example: The retrofit of windows by installing caulking and glazing and charging cost to material only, when this is a labor intensive job.

To avoid disallowed cost, Weatherization Managers are encouraged to consult their assigned monitor on the proper method of charging material and labor.